

EXHIBIT C

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
EL PASO DIVISION

_____)	CASE NO. 18-31995-hcm
IN RE:)	
)	CHAPTER 11
COMPLETE DISTRIBUTION SERVICES, INC.)	
)	
Debtor.)	
_____)	December 21, 2018

**AFFIDAVIT OF MICHAEL GIUSTO IN SUPPORT OF
WEBSTER CAPITAL FINANCE, INC.'S MOTION FOR RELIEF FROM
THE AUTOMATIC STAY OR IN THE ALTERNATIVE ADEQUATE PROTECTION**

BEFORE ME, the undersigned authority, personally appeared MICHAEL GIUSTO, who after being duly sworn, deposes and says as follows:

1. I am currently employed as Senior Vice President with Webster Capital Finance, Inc. ("Webster Capital"), and I am authorized to make the statements contained herein.

2. As part of my duties in said position, I have personal knowledge of the loan documents referenced herein, which are kept in the ordinary course of business pursuant to a regularly conducted business practice, including the Master Loan Agreement and Loan Schedule No. 1, as those terms are defined herein, that serve as the basis for Webster Capital's Motion for Relief from Stay or in the Alternative Adequate Protection in the above-referenced case, and as a result of said review and analysis, I have personal knowledge of the matters contained herein.

3. I am older than 18 years of age.

4. I have reviewed the allegations of the for Relief from Stay or in the Alternative Adequate Protection and the Exhibits attached thereto filed in this cause and know them to be true. Said allegations of the Motion for Relief from Stay or in the Alternative Adequate Protection and the Exhibits attached thereto are incorporated herein by this reference thereto.

5. On or about August 26, 2015, Webster Capital and Debtor entered into a Master Loan and Security Agreement No. 70602, as amended from time to time (“Master Loan Agreement”), pursuant to which Webster Capital financed and obtained a purchase money security interest in certain collateral pledged as security for the Master Loan Agreement.

6. On or about August 26, 2015, Webster Capital and Debtor entered into Loan Schedule No. 01 to the Master Loan Agreement, as amended from time to time (“Loan Schedule No. 01”). Pursuant to Loan Schedule No. 01, Debtor granted to Webster Capital a security interest in the Collateral described within Loan Schedule No. 01 (“Collateral”).

7. Pursuant to the terms of the Master Loan Agreement and Loan Schedule No. 01 (collectively, the “Loan Documents”), Debtor agreed to pay Webster Capital sixty (60) consecutive monthly payments of \$2,909.49.

8. Webster Capital’s lien in the Collateral is set forth on the Texas Certificate of Title for the Loan Schedule No. 01 Collateral.

9. Debtor defaulted under the terms of the Loan Documents by failing to make the payment due November 1, 2018.

10. Attached hereto as Exhibit 1 is 1 page of the Payment History, prepared by me from records of Webster Capital kept by it in the regular course of its business, and it was the regular course of business of Webster Capital for an employee or a representative of said business, with knowledge of the acts, conditions, or opinions records, to make those records or to transmit the information to be included in such records; and such records were made at or near the time or reasonably soon after the acts, conditions or opinions records.

11. The records summarized in the Payment History, or copies thereof, have been or will be made available to any respondent on Movant’s Motion for Relief from Stay upon request.

12. As of the Petition Date, the Debtor remains obligated and responsible to Webster Capital for the outstanding balance remaining in the total amount of \$ 66,918.27, plus default interest at the rate of 18% per annum, costs, expenses and attorneys' fees and is required under the Loan Documents to surrender the Collateral immediately to Webster Capital.

13. Upon information and belief, as of the Petition Date, the estimated orderly liquidated value of the Collateral was approximately \$65,000 based on Truckpaper.com, depending on the condition of the Collateral and the general market conditions.

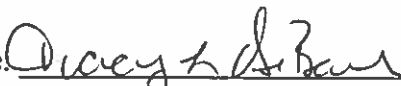
14. Webster Capital is the legal and rightful owner of the Loan Documents and has not assigned and/or transferred its rights in the Loan Documents.

FURTHER AFFIANT SAYETH NAUGHT.

STATE OF Connecticut
COUNTY OF Hartford


MICHAEL GIUSTO

Sworn to and subscribed before me this 21st day of December, 2018, by Michael Giusto.

Signature: 
Print Name: TRACY C. DEBARBER
Commission No. _____
Commission Expires: 6/30/19
(Notary Seal)

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT 1

Complete Distribution Services, Inc. Payment History

Date Due	Date Rcvd	Amount Rcvd
10/01/18	11/20/18	2,909.49
09/01/18	10/22/18	2,909.49
08/01/18	08/30/18	2,909.49
07/01/18	07/30/18	2,909.49
06/01/18	06/28/18	2,909.49
05/01/18	05/25/18	2,909.49
04/01/18	04/17/18	2,909.49
03/01/18	03/23/18	2,909.49
04/01/18	03/23/18	-2,909.49
04/01/18	03/23/18	2,909.49
02/01/18	03/05/18	2,909.49
01/01/18	01/23/18	2,909.49
12/01/17	12/12/17	2,909.49
11/01/17	11/13/17	2,909.49
10/01/17	10/17/17	2,909.49
09/01/17	09/20/17	2,909.49
08/01/17	08/22/17	2,909.49
07/01/17	07/14/17	2,909.49
06/01/17	07/10/17	2,909.49
05/01/17	05/15/17	2,909.49
04/01/17	04/11/17	2,909.49
03/01/17	03/21/17	2,909.49
02/01/17	02/27/17	2,909.49
01/01/17	01/09/17	3,054.96
12/01/16	12/12/16	2,909.49
11/01/16	11/25/16	2,909.49
10/01/16	10/11/16	2,909.49
09/01/16	09/09/16	3,054.96
08/01/16	08/11/16	2,909.49
07/01/16	07/12/16	2,909.49
06/01/16	06/10/16	2,909.49
05/01/16	05/09/16	2,909.49
04/01/16	04/08/16	2,909.49
03/01/16	03/10/16	2,909.49
02/01/16	02/08/16	2,909.49
01/01/16	01/07/16	2,909.49
12/01/15	12/08/15	2,909.49
11/01/15	11/09/15	2,909.49
10/01/15	10/08/15	2,909.49